

# UNOFFICIAL COPY



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Eugene "Gene" Moore Fee: \$34.50  
Cook County Recorder of Deeds  
Date: 08/13/2003 10:35 AM Pg: 1 of 6

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**FRANCESCA SMITH  
MOORE & VAN ALLEN, PLLC  
100 N. TRYON STREET, FL 47  
CHARLOTTE, NC 28202**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

### 1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

**THE PEP BOYS MANNY MOE & JACK OF CALIFORNIA**

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

**3111 W. ALLEGHENY AVE.**

CITY

**PHILADELPHIA**

STATE

**PA**

POSTAL CODE

**19132**

COUNTRY

**USA**

1d. TAX ID #: SSN OR EIN

**95-1099890**

ADD'L INFO RE ORGANIZATION DEBTOR

1e. TYPE OF ORGANIZATION

**CORPORATION**

1f. JURISDICTION OF ORGANIZATION

**CALIFORNIA**

1g. ORGANIZATIONAL ID #, if any

**CA0151601**

NONE

### 2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. TAX ID #: SSN OR EIN

ADD'L INFO RE ORGANIZATION DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

NONE

### 3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

**WACHOVIA BANK, NATIONAL ASSOCIATION, AS AGENT**

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

**201 SOUTH COLLEGE STREET**

CITY

**CHARLOTTE**

STATE

**NC**

POSTAL CODE

**25168**

COUNTRY

**USA**

4. This FINANCING STATEMENT covers the following collateral:

**SEE EXHIBIT A AND SCHEDULE 1 ATTACHED HERETO AND MADE A PART HEREOF.**

|   |   |  |   |                                       |                                      |   |                                   |
|---|---|--|---|---------------------------------------|--------------------------------------|---|-----------------------------------|
| 5. ALTERNATIVE DESIGNATION (if applicable)  | <input checked="" type="checkbox"/> LESSEE/LESSOR                 | <input type="checkbox"/> CONSIGNEE/CONSIGNOR | <input type="checkbox"/> BAILEE/BAILOR  | <input type="checkbox"/> SELLER/BUYER | <input type="checkbox"/> AG. LIEN    | <input type="checkbox"/> NON-UCC FILING |                                   |
| 6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (if applicable) |  | <input type="checkbox"/> ADDITIONAL FEE | <input type="checkbox"/> Optional     | <input type="checkbox"/> All Debtors | <input type="checkbox"/> Debtor 1       | <input type="checkbox"/> Debtor 2 |

8. OPTIONAL FILER REFERENCE DATA

**COOK COUNTY, IL - 990**

**UNOFFICIAL COPY****UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

**9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT**

9a. ORGANIZATION'S NAME

**THE PEP BOYS MANNY MOE & JACK OF CALIFORNIA**

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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**11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names**

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. TAX ID #: SSN OR EIN

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

 NONE**12. ADDITIONAL SECURED PARTY'S or  ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)**

12a. ORGANIZATION'S NAME

**WACHOVIA DEVELOPMENT CORPORATION**

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

**301 SOUTH COLLEGE STREET**

CITY

**CHARLOTTE**

STATE

**NC**

POSTAL CODE

**28288-0166**

COUNTRY

**USA**13. This FINANCING STATEMENT covers  timber to be cut or  as-extracted collateral, or is filed as a  fixture filing.

14. Description of real estate:

**SEE SCHEDULE 1 ATTACHED HERETO  
AND MADE A PART HEREOF.**

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate  
(if Debtor does not have a record interest):**WACHOVIA DEVELOPMENT  
CORPORATION  
C/O WACHOVIA SECURITIES, LLC  
301 SOUTH COLLEGE STREET  
CHARLOTTE, NC 28288-0166**17. Check only if applicable and check only one box.Debtor is a  Trust or  Trustee acting with respect to property held in trust or  Decedent's Estate18. Check only if applicable and check only one box. Debtor is a TRANSMITTING UTILITY Filed in connection with a Manufactured-Home Transaction — effective 30 years Filed in connection with a Public-Finance Transaction — effective 30 years

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Debtor (Lessee): The Pep Boys Manny Moe &amp; Jack of California

**EXHIBIT A****Lessee:**

The Pep Boys Manny Moe & Jack of  
California  
3111 West Allegheny Avenue  
Philadelphia, Pennsylvania 19132

**Lessor:**

Wachovia Development Corporation  
c/o Wachovia Securities  
One Wachovia Center  
301 South College Street  
Charlotte, North Carolina 28288-0174

**Assignee of Lessor:**

Wachovia Bank, National Association,  
as Agent  
201 South College Street  
Charlotte, North Carolina 28288-5708

All right, title and interest of the Lessee now existing or hereafter acquired in and to the following:

The Property, including without limitation the Land, the Improvements, the Equipment, the Fixtures and the other real property and the other personal property described in the Lease (collectively, the "Collateral").

The Collateral is to be leased under the Lease Agreement dated on or about the Initial Closing Date (collectively, the "Lease Agreement"), among Lessor, as lessor and Lessee, as lessee.

To the extent the Lease Agreement is deemed to constitute a "security agreement" or to create a "security interest" within the meaning of the Uniform Commercial Code, this financing statement is intended to constitute a Uniform Commercial Code filing with respect to such security interest.

For purposes of this Uniform Commercial Code Financing Statement, capitalized terms which are not otherwise defined herein shall have the meanings set forth therefor in Appendix A to the Participation Agreement (hereinafter defined). All references in this Exhibit A to any instrument, lease, lease supplement, memorandum, note, certificate, deed, mortgage, deed of trust, chattel paper, agreement and/or any other document of any kind or type shall refer to such as from time to time may be amended, modified, supplemented, restated and/or replaced. Subject to the immediately preceding sentence, the following terms shall have the following respective meanings and shall be equally applicable to the singular and plural forms of the terms defined:

"Equipment" shall mean equipment, apparatus, furnishings, fittings and personal property of every kind and nature whatsoever purchased, leased or otherwise acquired using the proceeds

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Debtor (Lessee): The Pep Boys Manny Moe &amp; Jack of California

of the Loans or the Lessor Advance by Lessee or the Lessor and all improvements and modifications thereto and replacements thereof, whether or not now owned or hereafter acquired or now or subsequently attached to, contained in or used or usable in any way in connection with any operation of any Improvements, including but without limiting the generality of the foregoing, all equipment described in the Appraisal including without limitation all heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilation, air conditioning and air-cooling apparatus, refrigerating, and incinerating equipment, escalators, elevators, loading and unloading equipment and systems, cleaning systems (including without limitation window cleaning apparatus), (but excluding telephones, communication systems, satellite dishes, antennae, televisions and computers), sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits, appliances, fittings and fixtures of every kind and description.

“Fixtures” shall mean all fixtures relating to the Improvements, including without limitation all components thereof, located in or on the Improvements, together with all replacements, modifications, alterations and additions thereto.

“Improvements” shall mean, with respect to the construction, renovation and/or Modifications on any Land, all buildings, structures, Fixtures, and other improvements of every kind existing at any time and from time to time on or under the Land refinanced or otherwise acquired using the proceeds of the Loans or the Lessor Advance, together with any and all appurtenances to such buildings, structures or improvements, including without limitation sidewalks, utility pipes, conduits and lines, parking areas and roadways, and including without limitation all Modifications and other additions to or changes in the Improvements at any time, including without limitation any Improvements existing as of the Closing Date.

“Land” shall mean each parcel of real property described on (a) the Requisition issued by the Lessee on the Closing Date and (b) the schedules to each applicable Lease Supplement executed and delivered in accordance with the requirements of Section 2.4 of the Lease.

“Participation Agreement” shall mean the Participation Agreement dated as of the Closing Date, among the Lessor, the Lessee, the Guarantors, the Lenders and the Agent.

“Property” shall mean the properties described on the schedules to the Lease Supplements and in the attachments to the Mortgage Instruments (including, without limitation, all Improvements and Equipment related thereto).

“Uniform Commercial Code” shall mean the Uniform Commercial Code as in effect in any applicable jurisdiction.

A portion of the above described Collateral is, may or may be affixed to the Land and Improvements described in Schedule 1 attached hereto and made a part hereof. The record owner of the real property described in Schedule 1 is the Lessor.

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Debtor: The Pep Boys Manny Moe & Jack of California

**SCHEDULE 1**  
**Legal Description**  
**Store #0990**  
**61<sup>st</sup> & Western**  
**Chicago, IL**

**Parcel 1:**

The North  $\frac{1}{2}$  of the following described parcel of land:

That part of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 18, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows:

Beginning at the intersection of the East line of South Western Avenue with a line parallel with and 282.74 feet North from the South line of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 18; thence Northward along said East line of South Western Avenue, a distance of 557.91 feet to an intersection with a line parallel with and 490.91 feet South from the North line of said Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ ; thence Eastward along said parallel line, a distance of 280.00 feet to an intersection with a line parallel with and 280.00 feet East from said East line of South Western Avenue; thence Southward along said parallel line, a distance of 557.54 feet to an intersection with the aforementioned line draw parallel with and 282.74 feet North from the South line of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 18; thence West along said parallel line, a distance of 280.00 feet to the point of beginning, in Cook County, Illinois.

**Parcel 2:**

Perpetual non-exclusive easement appurtenant and for the benefit of Parcel 1 for pedestrian and vehicular ingress and egress over and across the "Roadway" as it is identified on the site plan and is legally described in "Exhibit E", as contained in the Declaration of Covenants, Conditions, Restrictions and Easements dated as of September 20, 1996, by and among American National Bank Company, a Delaware corporation ("American") and Marquette National Bank, as Trustee under Trust Agreement dated November 22, 1993 and known as Trust Number 13045 and its sole beneficiary, Southwest Development L.L.C. recorded September 24, 1996 as Document 96729764.

**South Portion of Roadway Easement:**

The East 290.00 feet of the West 340.00 feet on the South 14.00 feet of the North 783.91 feet of the Southwest  $\frac{1}{4}$  of Section 18, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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Debtor: The Pep Boys Manny Moe & Jack of California

**SCHEDULE 1**  
**Legal Description**  
**Store #0990**  
**61<sup>st</sup> & Western**  
**Chicago, IL**  
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**Parcel 3:**

Perpetual non-exclusive easement appurtenant and for the benefit of Parcel 1 on, under and over that portion of land as identified on the site plan as the “Pylon Parcel” for the purpose of construction, installation, maintenance, repairs and use of a Pylon sign and legally described in “Exhibit G”, as contained in the Declaration of Covenants, Conditions, Restrictions and Easements dated as of September 20, 1996, by and among, American National Bank Company, a Delaware Corporation (“American”) and Marquette National Bank, as Trustee under Trust Agreement dated November 22, 1993 and known as Trust Number 13045 and its sole beneficiary, Southwest Development L.L.C. recorded September 24, 1996 as Document 96729764.

The East 21.00 feet of the West 71.00 feet of the South 25.00 feet of the North 808.91 feet of the Southwest ¼ of Section 18, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 4:**

A perpetual, non-exclusive easement in parking areas as defined in Section 2(B) of the Declaration of aforesaid for parking, except the areas designated as the “CAP-2” and as shown on the site plan attached thereto as “Exhibit D-2.”